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*Attorneys for Plaintiffs Little Caesar Enterprises, Inc., and
LC Trademarks, Inc.*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

LITTLE CAESAR ENTERPRISES,
INC., a Michigan corporation and
LC TRADEMARKS, INC., a
Michigan corporation,

Plaintiffs,

vs.

PIARA PIZZA LLC, a California
limited liability Company,

Defendant.

Case No. 2:15-cv-6943

**COMPLAINT FOR DAMAGES AND
PERMANENT INJUNCTION:**

- 1. FEDERAL TRADEMARK
INFRINGEMENT**
- 2. FEDERAL UNFAIR
COMPETITION**
- 3. INJURY TO BUSINESS
REPUTATION AND DILUTION**
- 4. CALIFORNIA STATUTORY
UNFAIR COMPETITION**
- 5. CALIFORNIA COMMON LAW
UNFAIR COMEPTITION**

DEMAND FOR JURY TRIAL

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1 For its Complaint against Defendant Piara Pizza LLC (“Defendant” or “Piara
2 Pizza”), Plaintiffs Little Caesar Enterprises, Inc., and LC Trademarks, Inc.
3 (collectively, “Plaintiffs” or “Little Caesar”) allege as follows:

4 **JURISDICTION AND VENUE**

5 1. This is an action under the trademark laws of the United States, 15 USC
6 1051, et seq., for trademark infringement and unfair competition pursuant to Sections
7 32 and 43(a) of the Trademark Act of 1946 (the Lanham Act), as amended, 15 USC
8 1114 and 1125(a), common law and related state law claims as hereinafter more fully
9 appear. Jurisdiction is based upon 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338
10 and the doctrine of supplemental jurisdiction, 28 U.S.C. § 1367. Jurisdiction is also
11 based upon diversity of citizenship under 28 U.S.C. § 1332, in that Plaintiffs are
12 Michigan corporations with their principal place of business in Detroit, Michigan,
13 and Defendant is a California limited liability company with its principal place of
14 business in Whittier, California, and the amount in controversy exceeds \$75,000,
15 exclusive of interest and costs. This Court has personal jurisdiction over the
16 Defendant since, on information and belief, Defendant has transacted business in this
17 District, directly or through intermediaries, and/or committed acts of infringement in
18 this District. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400.
19 Little Caesar demands a trial by jury in this case under Fed. R. Civ. P. 38.

20 **THE PARTIES**

21 2. Plaintiff Little Caesar Enterprises, Inc. is a Michigan corporation with its
22 principal place of business in Detroit, Michigan. Little Caesar Enterprises, Inc. is
23 engaged in the business of operating and franchising distinctive styles of restaurants
24 under the trade name “Little Caesars” throughout the United States. Services and
25 products sold by Little Caesar Enterprises, Inc. and its franchisees are offered for sale
26 and sold in this District. Little Caesar Enterprises, Inc., itself and through its
27 franchisees, is doing business in this District. Plaintiff LC Trademarks, Inc. is a
28 Michigan corporation with its principal place of business in Detroit, Michigan.

1 LC Trademarks, Inc. is the owner of the Little Caesar trademarks, service marks, and
2 trade name and related marks, which it licenses to Little Caesar Enterprises, Inc.,
3 which in turn licenses them to Little Caesar franchisees throughout the United States.

4 3. Defendant, upon information and belief, is a limited liability company
5 organized under the laws of California, which operates numerous businesses in this
6 District.

7 **Common Allegations**

8 4. Little Caesar, through significant expenditure of time and funds over
9 many years, has developed and implemented a valuable and unique pizza restaurant
10 format and operating system (collectively referred to as the “Little Caesars® System”
11 or the “System”), identified by its registered service mark LITTLE CAESARS®, for
12 establishing, developing, operating, managing, promoting and advertising a low-cost
13 yet profitable carryout pizza restaurant based on an advanced system of food
14 preparation, service and sales. The Little Caesars® System includes uniform
15 standards, specifications and procedures of operation, and the uniform high quality
16 products and services offered by Little Caesars® restaurants.

17 5. Little Caesar conducts its pizza restaurant business in part through a
18 franchise business model, wherein it grants to qualified persons franchises to own
19 and operate Little Caesars® restaurants selling products authorized and approved by
20 Little Caesar, and licenses to those franchisees the rights to use the Little Caesars®
21 System, Little Caesars® trademarks (the “Marks”), and distinctive Little Caesars®
22 store design, décor, and layout (“Trade Dress”) in connection with those restaurants.
23 Little Caesar currently franchises Little Caesar® restaurants in all fifty states, Puerto
24 Rico and Guam.

25 6. Franchisees acquire from Little Caesar a license to use a variety of
26 confidential and proprietary business information concerning the System, including
27 standards, specifications, procedures and methods for setting up and operating a Little
28 Caesars® restaurant. Franchisees also receive training in all material aspects of the

1 operation of their Little Caesars® restaurants, including, without limitation, recipes
2 and detailed directions for food preparation and packaging; marketing and advertising
3 techniques; financial controls; promotion and merchandising methods, techniques,
4 and procedures; buying and inventory procedures; maintenance of quality standards;
5 and other aspects of restaurant operations.

6 7. Little Caesar's System also includes a proprietary and specific process
7 and methodology, developed by Little Caesar over the course of years and at
8 considerable expense, for producing and making available to the public a convenient,
9 high quality, carry-out, low cost pizza sold under the registered trademark HOT-N-
10 READY.

11 8. By providing franchisees with licenses permitting them to replicate
12 Little Caesar's established System and use the Little Caesars® Marks and Trade
13 Dress, Little Caesar enables franchisees to enter the pizza restaurant business with an
14 established and proven concept and operating system and further enables them to take
15 advantage of the valuable goodwill and consumer recognition associated with the
16 Little Caesars® Marks and Trade Dress.

17 9. Little Caesar runs extensive national advertising campaigns promoting
18 its product offerings for its own benefit and for the benefit of its franchisees.


19 MARKS

20 10. One distinguishing characteristic of the Little Caesar System is the
21 registered and non-registered trademarks and service marks used in connection with
22 the business (the "Marks"). The Marks are owned by Little Caesar's affiliate, LC
23 Trademarks, Inc. and licensed to Little Caesar and franchisees. The Marks include
24 those registered on the Principal Register of the United States Patent and Trademark
25 Office, including, among others, the following:

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<u>Mark</u>	<u>Registration No.</u>	<u>Registration date</u>
a. LITTLE CAESARS	842,596	01/16/1968
b. 	3,904,450	01/11/2011
c. HOT-N-READY	3,030,991	12/20/2005
d. pizza!pizza!	1,439,558	03/12/1987

A copy of each of these registrations is attached as Tabs 1-4. These registrations are in full force and effect, and those registrations have become incontestable under the provisions of 15 USC § 1065. Little Caesar has used and continues to use these marks continuously in connection with Little Caesar stores.

11. The Little Caesar Marks have become, through widespread and favorable public acceptance and recognition, an asset of substantial value as a symbol of Little Caesar, its quality products and its goodwill. Indeed, due to the duration of their use, the extensive promotion, and strong consumer recognition, the above-referenced Little Caesar Marks have become famous both nationally and in California.

Trade Dress

12. Another distinguishing characteristic of the Little Caesar System is the consistent and distinctive appearance of its restaurants (the “Trade Dress”).

13. The Trade Dress of Little Caesar restaurants includes the orange, black and white color scheme prominently used throughout Little Caesars’s business, and also includes the signage, lettering style, color scheme, exterior appearance, floor plans, and décor that are featured at the restaurants operated by Little Caesar and its franchisees, including on Little Caesar’s packaging, signage and advertisements (including, without limitation, counters, menu boards, display racks, and uniforms). The combination of these design elements, taken together, creates a distinctive visual appearance that is strongly associated with Little Caesar. The total image, design and appearance of Little Caesar’s restaurants have acquired substantial strength and

1 consumer goodwill symbolizing the source of Little Caesar's high-quality products
2 and services.

3 14. Representative examples of Little Caesar's Trade Dress are depicted
4 below and attached at Tab 5.





15. The Little Caesar Trade Dress consists of arbitrary design features and embellishments adopted for the purpose of identification and individuality. The Trade Dress is not functional and does not include any functional elements.

16. The visual elements and effects of the Trade Dress create an arbitrary, distinctive total overall visual impression. Accordingly, the Trade Dress is inherently distinctive.

17. Alternatively, to the extent the Trade Dress is not inherently distinctive, the Trade Dress acquired secondary meaning long before Defendant adopted its trade dress. The purchasing public associates the Little Caesar's Trade Dress with a particular source, as the result of the substantial advertising, promotion and sales that Little Caesar has provided under its Trade Dress.

18. Defendant Piara Pizza's deliberate copying of Little Caesar's Trade Dress, as described below, creates an inference of secondary meaning.

National Advertising and Promotion

19. Little Caesar, itself and through its franchisees, has extensively promoted Little Caesar's products and services through national, regional and local advertisements and promotions that prominently feature the Little Caesar Marks and

1 Trade Dress.

2 20. In particular, Little Caesar has become well-known for its innovative
3 and distinctive advertisements promoting HOT-N-READY® cheese and pepperoni
4 pizza, as well as its more recently introduced square deep dish pizza. Little Caesar
5 has expended significant resources advertising these promotions over several years,
6 including through television, internet, print, and in-store advertising.

7 **PIARA PIZZA'S INFRINGING ACTIVITIES**

8 21. Piara Pizza provides restaurant services, and specifically, sells pizza,
9 bread sticks and wings. Piara Pizza competes directly with Little Caesar.

10 22. Piara Pizza operates approximately twelve restaurants in the Los
11 Angeles area.

12 23. Piara Pizza has simulated Little Caesar's Trade Dress, Trademarks, and
13 product promotions, thereby creating a likelihood of confusion between its business
14 and products and those of Little Caesar.

15 24. Piara Pizza has adopted and uses the colors orange, white, and black as
16 its trade dress on packaging, signage and advertisements and at Piara Pizza
17 restaurants, including exterior signs, interior décor (including, without limitation,
18 counters, menu boards, display racks, and uniforms). The color scheme and related
19 trade dress elements used by Piara Pizza are strikingly similar to Little Caesar's
20 Trade Dress. Representative examples of Piara Pizza's Trade Dress are depicted
21 below and attached at Tab 6:

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25. Piara Pizza prominently features a sign on the outside of its restaurants in white text surrounded by a black and orange outline. The signage also features the phrase Fresh! Hot! Ready! in a prominent trademark manner in association with the other confusingly similar trade dress elements. The collection of these elements, taken together, creates a likelihood that consumers will believe that Defendant and its products are connected to, affiliated with or sponsored by Little Caesar, when this is not the case.

26. The inside of Piara Pizza restaurants likewise simulates the Little Caesar Trade Dress, including that Piara Pizza uses the same orange, white and black color scheme as the Little Caesar Trade Dress for the décor of its restaurants, and in particular, prominently uses the color orange as the color of the counter, just as Little Caesar does in its restaurants.

1 27. The Piara Pizza restaurants take many other detailed elements, including
2 for example that Piara Pizza restaurants use the same or similar promotions as Little
3 Caesar which are presented with a similar look and feel to those of Little Caesar.

4 28. The Piara Pizza packaging also borrows many elements from Little
5 Caesar's, including for example that Defendant's pizza and bread stick packaging
6 prominently features the colors orange, white and black.

7 29. In addition to the adoption of trade dress similar to the Little Caesar's
8 Trade Dress, Piara Pizza also uses the phrase Fresh! Hot! Ready! in a prominent
9 trademark manner in connection with the marketing and sale of its competing pizza
10 products, thereby creating a likelihood of confusion with Little Caesar's prior use of
11 the federally registered mark HOT-N-READY for its products and services. Little
12 Caesar has used the federally registered mark HOT-N-READY in connection with
13 the promotion and sale of its products and services for many years.

14 30. Piara Pizza's adoption of marks and trade dress similar to the Little
15 Caesar Marks and Trade Dress is not accidental. Little Caesar has long run national
16 advertising campaigns featuring its HOT-N-READY pizzas and square deep dish
17 pizzas. Piara Pizza has attempted to capitalize on those campaigns by offering the
18 same types of pizzas, at the same or similar price points, using the confusingly
19 similar phrase Fresh! Hot! Ready! in a prominent trademark manner, in association
20 with confusingly similar trade dress elements as outlined above.

21 31. Examples of a Little Caesar promotion (top two images) and a Piara
22 Pizza promotion (bottom image) advertising the \$8 deep dish pizzas are depicted
23 below:

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32. Piara Pizza's deep dish pizza adopted the same square shape, same price point, and even the same number of pepperoni slices for its pizza, which is advertised in Little Caesar's characteristic orange, black and white trade dress.

33. To aggravate the likelihood of confusion, the "Piara Pizza" trademark is only two letters different from Little Caesar's well known Pizza!Pizza! trademark.

34. Upon information and belief, Piara Pizza offers and sells its products and services to the same or overlapping consumers, through the same or overlapping trade channels, in the same markets.

BEFORE LAUNCHING ITS RESTAURANTS, PIARA PIZZA WAS AWARE OF LITTLE CAESAR'S PRIOR RIGHTS

35. Upon information and belief, the founder and President of Piara Pizza, one Sergio Bayeh, himself is a former franchisee of Little Caesar, or is related to a

1 former or current franchisee of Little Caesar, and had actual knowledge of the Little
2 Caesar Trade Dress and Trademarks before Piara Pizza began doing business. As is
3 evident from Piara Pizza's adoption of its name, its slogan, its color schemes, its
4 business model, its promotions, and nearly all of the visible aspects of its business,
5 the clear intent is to create a knock-off chain of restaurants in order to capitalize on
6 Little Caesar's national advertising campaigns and the goodwill symbolized by the
7 Little Caesar Marks and Trade Dress.

8 36. On July 25, 2012, Little Caesar sent a demand letter to Piara Pizza's
9 attorney concerning the use of the phrase FRESH! HOT! READY! citing Little
10 Caesar's prior rights in the HOT-N-READY mark. Little Caesar's made it clear that
11 it considered the sale of carryout pizzas under this tagline problematic in light of
12 Little Caesar's prior rights in the federally registered HOT-N-READY Mark. Piara
13 Pizza responded to the letter on August 8, 2012, stating that its use of FRESH! HOT!
14 READY! is "unique, different and distinct" from Little Caesar's HOT-N-READY
15 mark.

16 37. As is shown above, Piara Pizza's copying of numerous aspects of Little
17 Caesar's Marks, Trade Dress, and promotions demonstrates that Piara Pizza has not
18 attempted to create a "unique, different and distinct" business. Rather, despite Little
19 Caesar's warning, Piara Pizza has continued to expand the number of its stores and
20 has further encroached on Little Caesar's trade dress and trademarks, in disregard of
21 Little Caesar's prior rights. Because of the totality of Piara Pizza's actions and
22 encroachment, Little Caesar seeks the relief requested herein to avoid confusion in
23 the marketplace and to protect its rights.

24 38. Unless Piara Pizza is restrained by this court, consumers will believe
25 that Piara Pizza's goods and services are sponsored by, approved by, affiliated or
26 associated with Little Caesar, when this is not the case.

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PIARA PIZZA'S ACTIONS ARE LIKELY TO CONFUSE CONSUMERS

39. The totality of Defendant's conduct, including the use of trade dress similar to the Little Caesar Trade Dress, trademarks similar to the Little Caesar Marks, and promotions nearly identical to Little Caesar's promotions, is likely to confuse consumers into believing that Defendant's restaurants come from or are sponsored by or affiliated with Little Caesar.

40. Defendant's continued promotion and offering of pizza under the "Fresh! Hot! Ready!" mark and under the same orange, black and white trade dress that Little Caesar's uses, is damaging Little Caesar. Consumers are likely to mistakenly believe that Piara Pizza is authorized by, or affiliated with Little Caesar when that is not the case.

41. Defendant launched the Piara Pizza restaurants with actual knowledge of Little Caesar's prior rights in the Little Caesar Marks and Little Caesar Trade Dress, and with the intent to confuse consumers and to trade off of Little Caesar's investment in its well-known marks, trade dress, and promotions. In willful disregard of Little Caesar's rights, Piara Pizza started selling directly competing products under confusingly similar trade dress and marks with the use of nearly identical promotions for the same products, in an effort to capitalize on the Little Caesar's investment and goodwill. As a result of the Defendant's actions, Little Caesar has suffered irreparable injury to its goodwill and its business reputation. Little Caesar will continue to suffer irreparable injury and harm if Defendant is not restrained by this Court from further violation of the rights alleged herein. Little Caesar has no adequate remedy at law.

COUNT I**Lanham Act Trademark Infringement**

42. Little Caesar repeats and realleges each and every allegation of Paragraphs 1 through 41 above.

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1 43. Defendant's use of marks and trade dress that are confusingly similar to
2 the Little Caesar Marks and Trade Dress violates Section 32 of the Lanham Act, 15
3 USC § 1114, is likely to cause confusion, mistake and to deceive as to the origin,
4 sponsorship or approval of Defendant's products and services because:

- 5 a. A high degree of similarity exists between the parties' marks and
6 trade dress;
- 7 b. Defendant chose its marks and trade dress knowingly and
8 intentionally to copy and to benefit from the reputation and
9 goodwill of Little Caesar;
- 10 c. There is a similarity of products, customers, channels of
11 distribution, and marketing;
- 12 d. customers are not likely to exercise care in distinguishing the
13 marks and trade dress of these relatively inexpensive impulse
14 items; and
- 15 e. The Little Caesar Trade Dress and Marks are strong source
16 identifiers, both conceptually and commercially.

17 44. Defendant has adopted and used the infringing marks after notice of
18 Little Caesar's rights under its registrations, as provided by 15 USC § 1072.

19 45. Little Caesar has been and will be damaged and irreparably injured as a
20 result of these actions.

21 46. Defendant created, adopted and used in commerce the confusingly
22 similar trade dress and trademarks with full knowledge of Little Caesar's prior rights
23 in the Little Caesar Marks and Trade Dress. The totality of Defendant's actions,
24 including the use of the phrase Fresh! Hot! Ready! in a prominent trademark manner,
25 the use of Little Caesar's distinct trade dress, and the running of nearly identical
26 promotional campaigns, demonstrates Defendant's bad faith and willfulness, as well
27 Defendant's deliberate intent to trade on the significant goodwill developed in the
28 Little Caesar Marks and Trade Dress and to pass off its restaurants as being affiliated

1 with, sponsored by or associated with Little Caesar. In view of the willful nature of
2 Defendant's activities, this is an exceptional case within the meaning of 15 U.S.C.
3 § 1117(a).

4 47. Unless restrained by this Court, Defendant will continue to engage in its
5 scheme to violate the longstanding rights of Little Caesar, to mislead the public, and
6 to trade upon and injure Little Caesar's reputation and goodwill. Defendant's
7 infringement has damaged Little Caesar, has resulted in unjust enrichment to
8 Defendant, and has caused and will continue to cause substantial and irreparable
9 damage and injury to Little Caesar and the public, for which damage and injury Little
10 Caesar has no adequate remedy at law.

11 **COUNT II**

12 **Lanham Act False Designation of Origin**

13 48. Little Caesar repeats and realleges each and every allegation of
14 Paragraphs 1 through 47 above.

15 49. Defendant created, adopted and used in commerce the confusingly
16 similar trade dress and trademarks with full knowledge of Little Caesar's prior rights
17 in the Little Caesar Marks and Trade Dress. The totality of Defendant's actions,
18 including the sale and promotion of pizzas under the Fresh! Hot! Ready! mark, the
19 adoption of Little Caesar's distinct trade dress, and the running of nearly identical
20 promotional campaigns demonstrates Defendant's bad faith and willfulness, as well
21 Defendant's deliberate intent to trade on the significant goodwill developed in the
22 Little Caesar Marks and Trade Dress and to pass off its restaurants as being affiliated
23 with, sponsored by or associated with Little Caesar.

24 50. Defendant's actions violate Section 43(a) of the Lanham Act, 15 USC
25 § 1125(a), and are likely to cause confusion, mistake, and/or deception among the
26 relevant public, including consumers, as to the affiliation, connection, or association
27 between Piara Pizza and Little Caesar, and/or mislead the public into thinking that
28 Little Caesar is the origin of, or has sponsored or approved of, Piara Pizza's products

1 and/or commercial activities. Defendant's activities constitute trademark
2 infringement, false designation of origin, passing off, and unfair competition.

3 51. Defendant's actions, as described above, constitute use of a false
4 designation of origin, or a false representation, which wrongfully and falsely
5 designates the origin of Defendant's products and services as originating from or
6 being connected with Little Caesar, and thereby constitutes a false description or
7 representation used in interstate commerce in violation of Section 43(a) of the
8 Lanham Act, 15 U.S.C. § 1125(a). Defendant has and will continue to unfairly
9 acquire income and profits resulting from its acts of unfair competition. In addition,
10 as a result of Defendant's actions, Little Caesar has suffered and will continue to
11 suffer damages and harm to its goodwill. Defendant's acts of unfair competition will
12 cause further irreparable harm to Little Caesar if this Court does not restrain
13 Defendant from further violation of Little Caesar's rights. By its actions, as
14 hereinabove pleaded, Defendant is violating Little Caesar's rights because, among
15 other things, it:

- 16 a. misappropriates goodwill, reputation and other valuable property
17 rights in the Little Caesar Marks and Trade Dress;
- 18 b. tends to falsely describe or represent Defendant's products by
19 causing and allowing confusion as to the source of the goods and
20 services; and
- 21 c. misrepresents the nature of Defendant's goods and commercial
22 activities.

23 52. Little Caesar has been damaged and irreparably injured as a result of
24 these actions. Defendant's actions have harmed and will continue to irreparable harm
25 Little Caesar's reputation and goodwill.

26 53. In view of the willful nature of Defendant's activities, this is an
27 exceptional case within the meaning of 15 U.S.C. § 1117(a).

28 ///

1 59. Defendant created, adopted and used in commerce the confusingly
2 similar trade dress and trademarks with full knowledge of Little Caesar's prior rights
3 in the Little Caesar Marks and Trade Dress. The totality of Defendant's actions,
4 including the sale and promotion of pizzas under the Fresh! Hot! Ready! mark, the
5 adoption of Little Caesar's distinct trade dress, and the running of nearly identical
6 promotional campaigns demonstrates Defendant's bad faith and willfulness, as well
7 Defendant's deliberate intent to trade on the significant goodwill developed in the
8 Little Caesar Marks and Trade Dress. It also demonstrates Defendant's intent to pass
9 off its restaurants as being affiliated, sponsored by or associated with Little Caesar.
10 As a result of the actions described herein, Defendant unfairly competes with and
11 creates a false designation of origin with Little Caesar.

12 60. Defendant has willfully, knowingly, and without Little Caesar's
13 authorization, promoted, advertised, sold and offered for sale goods and services
14 under marks and trade dress that infringe the Little Caesar Marks and Little Caesar
15 Trade Dress. In addition, Defendant has employed confusingly similar promotional
16 campaigns to ride on Little Caesar's national promotional campaigns, created
17 confusion in the marketplace, and harmed the goodwill that Little Caesar has
18 developed in the Little Caesar Marks and Little Caesar Trade Dress.

19 61. Defendant's actions are likely to cause confusion, or to cause mistake, or
20 to deceive consumers as to the origin, sponsorship or approval of Defendant's
21 products and related commercial activities. Defendant's actions are an unlawful or
22 unfair business act or practice and constitute unfair competition in violation of Cal.
23 Bus. & Prof. Code §§ 17200, et seq.

24 62. Defendant's acts of unfair competition have caused Little Caesar to
25 suffer economic damage, have resulted in unjust enrichment to Defendant, and have
26 caused and will continue to cause substantial and irreparable damage and injury to
27 Little Caesar and the public, for which damage and injury Little Caesar has no
28 adequate remedy at law.

COUNT V

California Common Law of Unfair Competition

63. Little Caesar repeats and realleges each and every allegation of Paragraphs 1 through 62 above as if here set forth at length.

64. The totality of Defendant's actions, including the sale and promotion of pizzas under the Fresh! Hot! Ready! mark, the adoption of Little Caesar's distinct trade dress, and the running of nearly identical promotional campaigns demonstrates Defendant's bad faith and willfulness, as well as Defendant's deliberate intent to trade on the significant goodwill developed in the Little Caesar Marks and Trade Dress and to pass off its restaurants as being affiliated, sponsored by or associated with Little Caesar.

65. Defendant's actions as set forth herein are likely to cause confusion, or to cause mistake, or to deceive consumers as to the origin, sponsorship or approval of Defendant's products and related commercial activities, and constitutes unfair competition in violation of the common law of the State of California.

66. Defendant's acts of unfair competition have caused Little Caesar to suffer economic damage, have resulted in unjust enrichment to Defendant, have resulted in the misappropriation of valuable property rights of Little Caesar, and have caused and will continue to cause substantial and irreparable damage and injury to Little Caesar and the public, for which damage and injury Little Caesar has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Little Caesar demands:

A. That Defendant, together with all of its officers, agents, servants, employees, attorneys, successors, related companies and assigns and its business or businesses, and all those in active concert or participation with it, be forthwith preliminarily and thereafter permanently enjoined and restrained from:

1. Using, marketing or selling any products or services in connection

1 with the Piara Pizza's orange, black and white trade dress or any
2 other trade dress which is confusingly similar to Little Caesar
3 Trade Dress;

4 2. Using, marketing or selling any products in connection with the
5 Fresh! Hot! Ready! mark, or any other mark that is confusingly
6 similar to the HOT-N-READY mark;

7 3. Doing any other act or thing (i) likely to induce the mistaken
8 belief that Defendant's products or services are in any way
9 affiliated, connected or associated with Little Caesar or its
10 services or other products, or (ii) that otherwise would damage
11 Little Caesar's goodwill and reputation;

12 5. Unfairly competing with Little Caesar in any manner whatsoever,
13 including by running identical promotions, under marks and trade
14 dress confusingly similar to the Little Caesar Marks and Trade
15 Dress; and

16 6. Causing a likelihood of confusion or dilution with respect to Little
17 Caesar Marks or Little Caesar Trade Dress, or injury to the business
18 reputation of Little Caesar.

19 B. Directing Defendant to file with the court and serve on counsel for
20 Plaintiffs within 30 days after entry of any injunction issued by the court in this
21 action, a report in writing under oath setting forth in detail the manner and form in
22 which Defendant has complied with the injunction, as provided by the Lanham Act
23 15 USC 1116;

24 C. Awarding Little Caesar damages sustained by reason of these actions,
25 such damages to be trebled in accordance with the Lanham Act, 15 USC 1117;

26 D. Awarding Little Caesar its attorney's fees incurred in this action, in view
27 of the willful nature of Defendant's actions, in accordance with the Lanham Act, 15
28 USC 1117.

1 D. Awarding Little Caesar such other actual, punitive and exemplary
2 damages to which they are found to be entitled;

3 E. Awarding Little Caesar pre- and post-judgment interest on its damages;
4 and

5 F. That Little Caesar shall have such other and further relief as this Court
6 may deem just.

7 DATED: September 3, 2015

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Attorneys for Plaintiffs Little Caesar Enterprises, Inc., and LC Trademarks, Inc.

DEMAND FOR JURY TRIAL

Plaintiffs Little Caesar Enterprises, Inc., and LC Trademarks, Inc., hereby demand trial of this matter by jury, pursuant to Federal Rules of Civil Procedure, Rule 38.

DATED: September 3, 2015

MORRIS POLICH & PURDY LLP

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